

ATTACHMENT B

Acknowledgement and Confirmation to Lender

Attachment B

Acknowledgment and Confirmation to Lender

This Acknowledgement and Confirmation to Lender, dated as of _____ (this "Acknowledgement"), is made by _____ ("Customer") under that certain Solar Services Agreement dated _____ (the "SSA") with SunShare, LLC. This Acknowledgement is provided pursuant to the SSA to a lender to the project ("Lender"), which is providing financial accommodations to SunShare or one of its affiliates (for purposes of this Acknowledgement, "SunShare" refers to either SunShare, LLC, or an affiliate of SunShare, LLC). The solar photovoltaic system (the "Solar Garden") will be installed, operated, and maintained by SunShare pursuant to the SSA. The Solar Garden is located at SunShare's facility as described in the SSA.

1. Acknowledgement of Collateral Assignment.

- (a) Customer acknowledges the collateral assignment by SunShare to Lender, of SunShare's right, title, and interest in, to, and under the SSA, as provided in the SSA.
- (b) Lender, as the assignee of collateral, is entitled to exercise any and all rights of lenders generally with respect to SunShare's interests in the SSA, including those rights provided to Lender in the SSA.
- (c) Customer acknowledges that it has been advised that SunShare has granted a first priority security interest in the Solar Garden to Lender and that Lender has relied upon the characterization of the Solar Garden as personal property, as agreed in the SSA in accepting such security interest as collateral for its financial accommodations to SunShare.
- (d) Until further written notice, Customer agrees to make all payments due SunShare under the SSA to Lender, and to provide any notices to Lender at the following address:

Attention: _____

Reference: _____

Account Number: _____

2. Confirmation. Customer confirms the following matters for the benefit of Lender:

- (a) To Customer's knowledge, there exists no event or condition that constitutes a default, or that would, with the giving of notice or lapse of time, constitute an event of default, under the CSSA.
- (b) Customer is not aware of any existing lease, mortgage, security interest, or other interest in or lien which could attach to the Solar Garden an interest adverse to Lender's security interest therein.

Signature: _____

By: _____

Customer (printed name)



CONSENT TO DISCLOSE UTILITY CUSTOMER DATA

All requested information must be provided for the consent to be valid. This form may be available in other languages. To obtain a copy in another language, please contact inquire@xcelenergy.com. Para obtener una copia de este formulario en español, por favor contacte a su proveedor de servicios públicos.

Utility Name and Contact: **Xcel Energy Correspondence Department**

Physical and Mailing Address: **P.O. Box 8, Eau Claire, WI, 54702**

Phone: **800.895.4999** Email: **datarequest@xcelenergy.com** Fax: **866.208.8732**

For additional information, including the utility's privacy policy, visit xcelenergy.com.

To be completed by the Data Recipient

By signing this form, you allow your utility to give the following information to:

Organization/Trade Name: **SunShare LLC**

Contact Name (if available): **David Amster-Olszewski**

Physical and Mailing Address: **1724 Gilpin St, Denver, CO 80218**

Phone: **800-793-0786** Email: **customersupport@mysunshare.com**

Fax: _____

This organization will receive the following customer data:

☒ Information from your meter collected by your utility services provider from the following services (check all services that apply):

☒ electric ☐ steam ☐ natural gas

☒ Information regarding your participation in renewable energy, demand-side management, load management, energy efficiency or other utility programs

☐ Other (specify) _____

This information will be used to:

☒ Provide you with products or services you requested

☒ Offer you products or services that may be of interest to you

☒ Determine your eligibility for an energy program

☒ Analyze your energy usage

☐ Other (specify) _____

DATA COLLECTION PERIOD

The relevant timeframe associated with the requested data is as follows:

☐ for the period beginning ____ / ____ / ____ and ending ____ / ____ / ____ OR

☒ for the period beginning **1 / 1 / 2020** and effective until terminated by me in writing.

You may terminate this consent at any time by sending a written request with your name and service address to your utility.

To be completed by the Customer

CUSTOMER DISCLOSURES

Customer data can provide insight into activities within the premises receiving utility service. Your utility may not disclose your customer data except (1) if you authorize the disclosure, (2) to contracted agents that perform services on behalf of the utility, or (3) as otherwise permitted or required by laws or regulations.

You are not required to authorize the disclosure of your customer data. Not authorizing disclosure will not affect your utility services.

You may access your standard customer data from your utility without any additional charge.

Your utility will have no control over the data disclosed pursuant to this consent, and will not be responsible for monitoring or taking any steps to ensure that the data recipient maintains the confidentiality of the data or uses the data as authorized by you. Please be advised that you may not be able to control the use or misuse of your data once it has been released.

In addition to the customer data described above, the data recipient may also receive the following from your utility: your name; account number; service number; meter number; utility type; service address; premise number; premise description; meter read date(s); number of days in the billing period; utility invoice date; base rate bill amount; other charges including base rate and non-base rate adjustments; taxes; and invoice total amount. Your utility will not provide any other information, including personally identifiable information, such as your Social Security Number or any financial account number, to the data recipient through this consent form.

PLEASE READ THE CUSTOMER DISCLOSURES ABOVE

By signing this form you acknowledge and agree that you are the customer of record for this account and that you authorize your utility service provider to disclose your customer data as specified in this form.

SERVICE ADDRESS

CUSTOMER ACCOUNT NUMBER

PRINTED NAME

SIGNATURE OF CUSTOMER OF RECORD

DATE SIGNED



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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
1st Revised Sheet No. 89

Attachment "A"

**Solar*Rewards Community
Subscriber Agency Agreement and Consent Form**

The undersigned ("Subscriber") has a Subscription to the following Community Solar Garden:

Community Solar Garden Name: _____	Community Solar Garden Address: _____ _____
Community Solar Garden Operator: _____	Community Solar Garden contact information for Subscriber questions and complaints: Address (if different from above): _____ _____ Telephone number: _____ Email address: _____ Web Site URL: _____ Fax: _____

Subscriber Name: _____	Subscriber Service Address where receiving electrical service from Northern States Power Company: _____ _____
Subscriber's Account Number with Northern States Power Company: _____	Subscriber Mailing Address (if different from above): _____ _____

(Continued on Sheet No. 9-90)

Date Filed:	06-19-17	By: Christopher B. Clark	Effective Date:	12-07-17
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	EG999/CI-12-1344 & E002/M-13-867		Order Date:	12-07-17

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
1st Revised Sheet No. 90

Northern States Power Company Contact Information

Mailing Address:

Xcel Energy Attn: SRCMN; PO Box 59; Minneapolis MN 55440-0059

Phone: 1(800)895-4999

Email: SRCMN@xcelenergy.com

Fax:

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By signing this Solar*Rewards Community Subscriber Agency Agreement and Consent Form, the Subscriber agrees to all of the following:

1. Assignment of Renewable Energy Credits ("RECs"), Energy and Capacity to Northern States Power Company, a Minnesota corporation. The Subscriber agrees that the Community Solar Garden Operator has authority to assign all energy produced and capacity associated with the photovoltaic energy system at the Community Solar Garden to Northern States Power Company, and the Subscriber agrees that all energy produced, and capacity associated with the Subscriber's share of the photovoltaic energy system at the Community Solar Garden shall belong to Northern States Power Company. The Subscriber also agrees that the Community Solar Garden Operator has authority to assign all RECs associated with the photovoltaic energy system at the Community Solar Garden to Northern States Power Company, and that if the Community Solar Garden or a person or entity on its behalf has assigned the RECs to Northern States Power Company, then all RECs associated with the Subscriber's share of the photovoltaic energy system at the Community Solar Garden shall belong to Northern States Power Company.

2. Tax Implications. The Community Solar Garden Operator has provided the Subscriber with a statement that Northern States Power Company makes no representations concerning the taxable consequences to the Subscriber with respect to its Bill Credits to the Subscriber or other tax issues relating to participation in the Community Solar Garden.

(Continued on Sheet No. 9-91)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
1st Revised Sheet No. 91

3. Northern States Power Company hereby discloses to the Subscriber that it recognizes that not all production risk factors, such as grid-failure events or atypically cloudy weather, are within the Community Solar Garden Operator's control.

4. Information Sharing. Participating in the Solar*Rewards Community Program will require sharing **Subscriber's Account Information** (name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, Subscriber specific Bill Credit(s)) and **Subscriber's Energy Usage Data** (data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of the Subscriber's electric usage or electricity production for the service address and account number identified for participation in the Community Solar Garden). The following outlines the type of information that will be shared, and how that information will be used.

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a. Subscriber's Account Information and Subscriber Energy Usage Data. The Subscriber authorizes Northern States Power Company to provide the Community Solar Garden Operator (and the Community Solar Garden Operator's designated subcontractors and agents) with the Subscriber's Account Information and Subscriber's Energy Usage Data as described in Section 4 above. This information is needed to allow the Community Solar Garden Operator determine the extent to which the Subscriber is entitled to participate in the Community Solar Garden, and to validate the amount of the Bill Credits to be provided by Northern States Power Company to the Subscriber. The current data privacy policies of Northern States Power Company applicable to its Solar*Rewards Community Program provided to the Subscriber by the Community Solar Garden Operator pursuant Section 3 above are attached as Exhibit 1 of this **Solar*Rewards Community Subscriber Agency Agreement and Consent Form**. These privacy policies include definitions of "Subscriber's Account Information" and "Subscriber's Energy Usage Data."

(Continued on Sheet No. 9-92)

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		President, Northern States Power Company, a Minnesota corporation		
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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 92

4. Information Sharing. (Continued)

b. Subscriber's Subscription Information: The Subscriber authorizes the Community Solar Garden Operator to provide information to Northern States Power Company identifying the Subscriber (with the Subscriber's name, service address, and account number) and detailing the Subscriber's proportional share in kilowatts of the Community Solar Garden and to provide additional updates of this information to Northern States Power Company as circumstances change. This information is needed to allow Northern States Power Company to properly apply Bill Credits for the photovoltaic energy generated by the Community Solar Garden. Also, this information is needed to allow Northern States Power Company to send to the Subscriber notices or other mailings pertaining to their involvement in the Solar*Rewards Community Program. The Community Solar Garden Operator shall not disclose Subscriber information in annual reports or other public documents absent explicit, informed consent from the Subscriber. The Community Solar Garden Operator will not release any Subscriber data to third parties except to fulfill the regulated purposes of the Solar*Rewards Community Program, to comply with a legal or regulatory requirement, or upon explicit, informed consent from the Subscriber.

c. Aggregated Information. Aggregated information concerning production at the Community Solar Garden may be publicly disclosed to support regulatory oversight of the Solar*Rewards Community Program. This includes annual reports available to the public related to specific Community Solar Gardens, including but not limited to production from the Community Solar Gardens; size, location and the type of Community Solar Garden subscriber groups; reporting on known complaints and the resolution of these complaints; lessons learned and any potential changes to the Solar*Rewards Community Program; reporting on Bill Credits earned and paid; and reporting on the application process. Aggregated information will not identify individual Subscribers or provide Subscriber-Specific Account Information, Subscriber-Specific Energy Usage Data or Subscriber-specific Bill Credits unless a Subscriber provides explicit informed consent. Depending on the nature of the aggregated information, however, it may still be possible to infer the amount of production attributed to individual Subscribers to the Community Solar Garden. The Subscriber agrees to the inclusion of its production information in the creation of the aggregated information. The Community Solar Garden Operator will not use aggregated information for purposes unrelated to the Solar*Rewards Community Program without first providing notice and obtaining further consent, unless the aggregated information is otherwise available as public information. The policies of Northern States Power Company related to sharing aggregated information are part of the data privacy policies contained in the attached Exhibit 1 of this **Solar*Rewards Community Subscriber Agency Agreement and Consent Form** and should be provided to the Subscriber by the Community Solar Garden Operator pursuant Section 3 above.

d. Information Requests from the MPUC or the Department of Commerce. The Subscriber agrees that the Community Solar Garden Operator and Northern States Power Company are authorized to provide any information they possess related to the Subscriber or the Subscriber's participation in the Community Solar Garden to the Minnesota Public Utilities Commission (MPUC), the Minnesota Department of Commerce, or the Minnesota Office of Attorney General. This information is needed to allow proper regulatory oversight of Northern States Power Company and of the Solar*Rewards Community Program.

(Continued on Sheet No. 9-93)

Date Filed:	09-30-13	By: David M. Sparby	Effective Date:	09-17-14
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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
2nd Revised Sheet No. 93

4. Information Sharing. (Continued)

e. Liability Release. Northern States Power Company shall not be responsible for monitoring or taking any steps to ensure that the Community Solar Garden Operator maintains the confidentiality of the Subscriber's Account Information, the Subscriber's Energy Usage or the Bill Credits received pertaining to the Subscriber's participation in the Community Solar Garden. However, Northern States Power Company shall remain liable for its own inappropriate release of Subscriber's Account Information and Subscriber's Energy Use Data.

f. Duration of Consent. The Subscriber's consent to this information sharing shall be ongoing for the Term of the Contract between the Community Solar Garden Operator and Northern States Power Company, or until the Subscriber no longer has a Subscription to the Community Solar Garden and the Community Solar Garden Operator notifies Northern States Power Company of this fact through the CSG Application System. Provided, however, the Subscriber's consent shall also apply thereafter to all such information of the Subscriber pertaining to that period of time during which the Subscriber had a Subscription to the Community Solar Garden.

g. Successor or Assigns. This Subscriber Agency Agreement and Consent Form shall apply fully to all successors or assigns of the Community Solar Garden Operator, and to all subsequent successors or assigns, without the need for Subscriber's consent.

h. Modification. The above provisions addressing data privacy and in Exhibit 1 shall remain in place until and unless other requirements are adopted by the MPUC in its generic privacy proceeding, Docket No. E,G999/CI-12-1344, or other MPUC Order. Northern States Power Company shall file necessary revisions to its tariffs and contracts within thirty (30) days of such Order.

5. Subscriber Disclosures.

a. Customer data can provide insight into activities within the premise receiving utility service. Northern States Power Company may not disclose customer data except (1) if you authorize the disclosure, (2) to contracted agents that perform services on behalf of the utility, or (3) as otherwise permitted or required by regulations.

b. Not authorizing disclosure will not affect utility service, but will impact a proposed Subscriber's ability to participate in the Solar*Rewards Community program.

c. Subscribers may access their standard customer data from Northern States Power Company without any additional charge.

d. Northern States Power Company will have no control over the data disclosed pursuant to this consent, and will not be responsible for monitoring or taking any steps to ensure that the data recipient maintains the confidentiality of the data or uses the data as authorized by you. Please be advised that you may not be able to control the use or misuse of your data once it has been released.

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(Continued on Sheet No. 9-93.1)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 93.1

5. Subscriber Disclosures. (Continued)

e. In addition to the Subscriber data described above, the data recipient may also receive the following from Northern States Power Company: your name; account number; service number; meter number; utility type; service address; premise number; premise description; meter read date(s); number of days in the billing period; utility invoice date; base rate bill amount; other charges including base rate and non-base rate adjustments; taxes; and invoice total amount. Northern States Power Company will not provide any other information, including personally identifiable information such as your Social Security Number or any financial account number to the data recipient through this consent form.

f. For additional information, including the Xcel Energy privacy policy that applies to Northern States Power Company, visit: xcelenergy.com.

Subscriber's Name: _____

Subscriber's Signature: _____

Print or Type name and
Title of signatory if Subscriber
is a corporation or unit of
government: _____

Date: _____

(Continued on Sheet No. 9-94)

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